



First Stryk Dobermanns

Contract and Bill of Sale

Date of Contract and Bill of Sale: _____

Purchase Price: _____ includes / does not
include the cost of ear cropping.

I. THE DOBERMAN PINSCHER

Registered name: _____

Dog's call name: _____

Sex: Male Female

Date of birth: _____

Neutered/spayed: Yes No To be, as per Section 9.6

Coat color: Black & Rust Red & Rust

Registry: AKC Other

Registration: Full Limited None

Litter reg. #: _____ or

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Dog's reg. #: _____
Registration Certificate or Application Form given to Buyer(s):
 Yes No
Reason if withheld: _____
Sire: _____
Registration #: _____
Dam: _____
Registration #: _____

2. THE SELLER(S)

Name: _____ Tiffany K. Mahaffey _____
Kennel name: _____ First Stryk Dobermanns _____
Street: _____
City, State, Zip: _____
Telephone: _____
Alternate: _____
E-mail: _____

The Seller warrants that the Seller is the sole owner of the dog / _____% owner with _____ (specify Co-owner). Unless the Co-owner signs at the bottom of this Contract, the Seller is transferring only the Co-ownership to the Buyer.

3. THE BUYER(S)

Name: _____
Kennel name: _____
Street: _____
City, State, Zip: _____
Telephone: _____
Alternate: _____
E-mail: _____

The Buyer warrants that the Buyer will be the sole owner of the Dog / _____% owner with _____ (specify Co-owner) The Co-owner must sign at the bottom of this Contract.

4. CO-OWNERSHIP OF BUYER WITH SELLER

There will / will not be a Co-ownership of the Dog between the Buyer and Seller.

The terms of the Co-ownership agreement will be documented in **Addendum A**. If no Co-ownership Addendum is attached, there is no Co-ownership agreement and the Dog will be registered in the Buyer's name only.

Seller's initials: _____ / _____ Buyer's initials: _____ / _____

5. BREEDING OF THE DOG

Seller does / does not retain breeding rights to said Dog/Bitch.

Breeding rights will be documented in **Addendum B**. If no Breeding Addendum is attached, the Seller does not retain any breeding rights.

No First Stryk Dobermann Dog or Bitch shall be bred to a white-factored dog or bitch or a Doberman with a "Z" in its AKC registration number by Buyer regardless of Seller's claim, or lack thereof, to breeding rights.

No First Stryk Dobermann Dog or Bitch shall be bred to a 'blue' or 'fawn' (sometimes referred to as an 'isabella') colored Doberman by Buyer regardless of Seller's claim, or lack thereof, to breeding rights.

It is understood that these provisions are to protect the integrity of the Seller's bloodlines.

Should any First Stryk Dobermann Dog or Bitch be bred by Buyer to any Doberman bearing the aforementioned characteristics, the Buyer shall be held liable for damages to the First Stryk Dobermann bloodlines in the amount of \$10,000 payable upon demand to the Seller.

Seller's initials: _____ / _____ Buyer's initials: _____ / _____

6. CONFORMATION SHOWING OF THE DOG

The Buyer intends to show / does not intend to show the Dog in conformation competition. The Seller does / does not expect the Dog to be shown in conformation competition or

other competition (specify unless working competitions per Section 7) _____.

Attach **Addendum C** if sold as a conformation show prospect.

It is understood that Seller cannot enforce any showing requirements or impose limitations or extra expense on the Buyer. The Addendum simply expresses the parties' intent.

Seller's initials: ____ / ____ Buyer's initials: ____ / ____

7. TITLING THE DOG IN WORKING TRIALS

The Buyer intends to title / does not intend to title the Dog in working trials. The Seller does / does not expect the Dog to be titled in working trials or other competition (specify) _____.

Attach **Addendum D** if sold as a working trial prospect.

It is understood that Seller cannot enforce any titling requirements or impose limitations or extra expense on the Buyer. The Addendum simply expresses the parties' intent.

Seller's initials: ____ / ____ Buyer's initials: ____ / ____

8. WARRANTIES

8.1. At the option of the Buyer / requirement of the Seller, the Buyer may/must take the Dog to a licensed veterinarian for a thorough exam, the necessary shots and medication within _____ days from the time of purchase.

Any implied health warranty is void if the Buyer does not make a vet visit within the prescribed period of time, even if the visit is optional.

Provided that the Dog is returned to the Seller within _____ days of purchase, and the Buyer furnishes a signed statement from a licensed veterinarian of a genetically-induced, physical medical problem, a full refund will be given to the Buyer within _____ days of the puppy's return to the Seller; less the cost of shipping the puppy to the Seller. Or, at the Buyer's discretion,

the cost of said puppy, less the cost of shipping, will be applied to the purchase of another puppy from a future litter upon said puppy's return to the Seller.

If the Buyer chooses to retain ownership of said puppy, Seller will provide a partial refund in the amount of \$400 within _____ days if the Buyer furnishes a signed statement from a licensed veterinarian of a genetically-induced, physical medical problem in addition to a signed personal statement of Buyer's intent to keep said puppy.

8.2. Seller warrants that the Dog is a purebred and that the pedigree is correct and will be provided / not provided to the Seller at the time of sale. The Dog is registerable unless the form is withheld as indicated in Section I.

Seller certifies that the puppy is eligible for registration with the American Kennel Club (AKC) as a purebred Doberman Pinscher. It is the Buyer's responsibility to register the puppy by 8 months of age and assume all registration fees. All paperwork necessary to register the puppy shall be provided to Buyer by Seller upon the date of delivery unless otherwise noted in Section I.

8.3. The Buyer understands that the Seller has limited information and control regarding the future temperament, habits, and appearance of the Dog, and hence does not warrant such.

Seller's initials: ____ / ____ Buyer's initials: ____ / ____

9. TREATMENT OF THE DOG

9.1. Regardless of any provisions in this Contract and its Addenda, this Dog is to be kept as a house pet only. Extensive time in outside areas, garage, or tied up outside is not allowed. The Dog is to be kept in the Buyer's living quarters. The Dog will not be used as an "attack" dog or a "guard" dog for animals or property.

9.2. It is highly recommended that a professional trainer be consulted to train the Dog and Buyer in the proper handling of

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the Dog. Within _____ days, Buyer is required / not required to complete a Dog training class. Buyer will provide / not provide a certificate of completion to the Seller.

9.3. This Dog is never to run off-lead except in a safely enclosed area unless the Dog has completed extensive obedience training and is "off-lead finished."

9.4. The Dog is / is not microchipped.

Registry: _____

Registration #: _____

All First Stryk Dobermanns are microchipped for permanent identification under Seller's name. In the event that an animal services organization contacts Seller about a puppy, Seller will claim puppy and Buyer:

- Relinquishes all rights of ownership of said puppy. Seller will assume ownership of the puppy without any reimbursement to Buyer.
- Buyer is subject to damages under Section 9.8 of this contract.
- Buyer will be responsible for any and all costs involved in the recovery and rehabilitation of said puppy.

The Dog is / is not tattooed.

Tattoo location: _____

Tattoo mark: _____

Within _____ days of this Contract, the Buyer shall / shall not be required to provide permanent identification of the Dog with microchip / tattoo, registered in the name of the Buyer / Seller / both.

The Buyer will provide / not provide proof to the Seller.

9.5. At the option of the Buyer / requirement of the Seller, the Buyer may/must have the Dog neutered/spayed no later than 8 months of age or _____ days from the date of this Contract.

Buyer will provide / not provide proof to the Seller within _____ days of alteration. At which time, Seller will refund \$100 to the Buyer within _____ days of receipt of proof of alteration.

9.6. The Buyer shall provide the Dog with necessary veterinary care upon sickness, disease or injury, and shall take it to a veterinarian at least once a year for an annual health examination and routine vaccinations.

9.7. The Buyer shall provide the animal with humane care and maintain it in accordance with all current and future state, county and municipal laws and ordinances where the Buyer resides or will reside.

9.8. If the Dog cannot be kept by the Buyer for any reason, the Buyer shall notify the Seller immediately. **This Dog may never be sold or given away to any individual, group, company, research facility, animal shelter or rescue group, etc. and must be returned to the Seller for the lifetime of the Dog.**

When ownership is transferred, the purchase price is forfeited and the Dog's registration certificate is signed over to the Seller. Any other transfer of this Dog without written permission of the Seller shall make the Buyer liable for \$5,000 in damages as well as any court costs incurred in the pursuit of Seller reclaiming said Dog, payable upon demand to the Seller or immediately upon judgment of the court having jurisdiction.

9.9. All charges relative to the shipping or delivery charges of this Dog to the Buyer are to be assumed by the Buyer / Seller / split evenly (check one).

Seller will deliver / Buyer will pick up / Buyer will send representative _____ (specify name). If this Dog is ever returned to the Seller for any reason, all shipping charges are the Buyer's responsibility, including the forfeiture of the shipping crate.

Seller's initials: _____ / _____ Buyer's initials: _____ / _____

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10. REBATE / INCENTIVE PROGRAM

The Seller breeds not only for health, conformation and temperament but also for working ability. As a result, the Seller has instituted a Rebate / Incentive Program in an effort to encourage Buyers to seek advanced titles for First Stryk Dobermanns.

Upon receipt of proof by Buyer, Seller will send payment upon the following schedule for any titles received on said dog over the course of its lifetime up to \$500:

- \$150 Rebate
 - AKC Conformation Championship Title
 - AKC Agility Master Excellent Title
 - AKC Obedience Utility Dog Excellent Titles
 - Schutzhund III Working Title
 - IPO III Working Titles
 - Certification by Police Department as a 'Dual Purpose' Police Service Canine
 - Certification by an appropriate body as a field-ready Search and Rescue Service Canine
- \$75 Rebate
 - AKC Canine Good Citizen
 - AKC Agility Novice Titles
 - AKC Obedience Novice Titles
 - Schutzhund BH Title
 - Schutzhund I-II Working Titles
 - IPO I-II Working Titles

Other titles/certifications will be considered upon presentation by Buyer to Seller.

11. ADDENDA

This Contract has the following Addenda which are part of the Contract:

- A. Co-ownership Agreement of Buyer and Seller
- B. Breeding Agreement
- C. Conformation Showing Agreement
- D. Working Titles Agreement
- E. _____
- F. _____

12. CONFLICT RESOLUTION

12.1. Mediation. Buyer and Seller agree to mediate any dispute or claim arising between them out of this Contract, or any resulting transaction, before resorting to arbitration or court action.

Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. This mediation provision applies whether or not the arbitration provision in Section 11.2 is initiated.

12.2. Arbitration. If initiated below, Buyer and Seller agree that any dispute or claim in law or equity arising between them out of this Contract, which is not settled through mediation, shall be decided by neutral, binding arbitration. The arbitrator shall be a retired civil judge or justice, or an attorney, unless the parties mutually agree to a different arbitrator, who shall render and award in accordance with the laws of the State stated in Section 13. Judgment upon the award of the arbitrator may be entered in any court having jurisdiction, and the parties shall have the right to discovery in accordance with the State of Missouri's civil code.

Seller's initials: _____ / _____ Buyer's initials: _____ / _____

12.3. With the exception stated in Section 11.1, in any action, proceeding, or arbitration between Buyer and Seller arising out of this Contract, the prevailing party shall be entitled to reasonable attorney fees and penalties from the non-prevailing party.

Seller's initials: _____ / _____ Buyer's initials: _____ / _____

13-19 GENERAL CONTRACT TERMS

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13. All understandings between the parties are incorporated in this Contract. Its terms are intended by the parties as final and an exclusive expression of their agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Contract is held ineffective or invalid, the remaining provisions will nevertheless be given full force and effect.

14. Neither this Contract nor any provisions in it may be extended, amended, modified, altered, or changed, except in writing signed by Buyer(s) and Seller(s).

15. This Contract shall be governed by and construed in accordance with the internal laws of the State of Missouri and without reference to any rules of construction regarding the party responsible for drafting this Contract.

16. The Dog shall reside at the address stated in Section 3. Any changes in the Buyer's or Seller's address must be relayed to the other party within _____ days of the change.

Seller's initials: ____ / ____ Buyer's initials: ____ / ____

By signing this agreement/contract, we affirm that we have read, understood and agree to abide to the terms of this contract to set forth for our benefit and the advancement and protection of the Doberman detailed herein. This six (6) page contract of sale has been read by both the undersigned Buyer and Seller and their signatures affixed hereunder shall attest to their complete agreement and understanding of the contents offered herein. There are no verbal promises of commitments offered to the Buyer on this dog. Only both parties shall honor those guarantees listed herein. This shall be deemed a legal and binding contract and therefore failure to live up to its terms can mean legal ramifications, with the party at fault being responsible for any legal fees incurred by the opposing party. If Buyer is found to be in violation of this contract and dog is legally redeemed by Seller, Buyer agrees to sign over to Seller the official AKC Registration Papers as soon as judgment has been made by the courts. Should any conflict arise between the parties to this agreement, the parties hereby confess and agree that venue and jurisdiction shall be in the County of Jackson, State of Missouri.

SIGNATURES

Buyer: _____

Date: _____

Buyer: _____

Date: _____

Seller: _____

Date: _____

17. The singular form of Buyer and Seller includes the plural.

18. In the event the laws of the state noted in Section 14 require any other provisions to be included in this Contract to make this Contract compliant with the laws of said state, then said provisions shall be deemed included herein.

19. No action or failure to act by any party hereto shall constitute a waiver of any right or duty afforded to such party under this Contract, nor shall any such action or failure to act constitute an approval of, or acquiescence in, any breach hereof except as may be specifically agreed in writing.

Seller's initials: ____ / ____ Buyer's initials: ____ / ____

20. If any consent or other approval is needed and is provided for in this Contract, such consent or other approval shall not be unreasonably withheld, delayed, or conditioned.

Seller: _____

Date: _____

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