

**PURCHASE AGREEMENT**  
TerraCotta Kennels  
20884 Beaver Center Road, Conneautville, PA 16406  
phone 814-587-3597; fax 814-587-2597

Breed: Rhodesian Ridgeback Sex: \_\_\_\_\_ Date Whelped: \_\_\_\_\_ Quality: \_\_\_\_\_

Reason if pet quality \_\_\_\_\_

Color/Markings \_\_\_\_\_

Sire: \_\_\_\_\_

Dam: \_\_\_\_\_

AKC (American Kennel Club) Litter/Individual Reg. No. \_\_\_\_\_

On this date, the above-described dog has been sold to the following person(s), hereinafter referred to as "buyer":

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

for the sum of \$ \_\_\_\_\_,  
payment in full received, in accordance with the following terms of this contract.

1) TerraCotta Kennels, hereinafter referred to as "seller", warrants this dog to be in good health and free from disease and dermoid sinus at the time of sale. The buyer agrees to take this dog to a licensed veterinarian of his/her choice within 3 business days of purchase for a health check. Within 10 calendar days of purchase, buyer may elect to return the subject dog at buyer's expense and the seller agrees to return the purchase price to the buyer, less 10% of the purchase price, in exchange for the subject dog. Should the seller deem a health check necessary for the returned dog, and a licensed veterinarian's written report indicates that the dog has suffered injury, illness, neglect or abuse, seller may choose to refund no money.

2) This contract does not allow for re-homing or resale of subject dog without prior written consent of seller. The buyer agrees, if at any time, the subject dog must be surrendered, buyer will immediately notify TerraCotta Kennels, and if a suitable home cannot be agreed upon between buyer and seller, subject dog will be returned to TerraCotta Kennels at buyer's expense.

3) Buyer agrees to all of the following regarding the subject dog: that at the time of purchase, he/she has the financial ability, adequate time and means to care for the dog properly for the duration of its life; that dog will NEVER be allowed to run free and unsupervised; that the dog will receive adequate obedience training; that serious formal running or jogging of dog with owner will not commence until dog is at least 18 months old; that the dog will be a house pet and member of the family and not kept in an outside kennel or left tied or chained outside unattended; that buyer will notify TerraCotta Kennels of any address, phone number or email changes.

#### SHOW POTENTIAL QUALITY

1) Show potential dogs shall be individually registered with the AKC by the buyer before the age of six months and shall carry "TerraCotta's" kennel name preface in their AKC registered name. If the subject dog is purchased as a show potential (and possibly breedable) dog, the buyer agrees to make a "reasonable effort" to finish the AKC championship of said dog before the dog reaches the age of three years. This will be done at the buyer's expense, utilizing a professional handler if necessary. A "reasonable effort" shall be construed as entering and competing in no less than 30 AKC point shows. Buyer further agrees to keep seller informed via email of all shows entered including results.

2) If, after three years, the subject dog has not finished its AKC championship for whatever reasons, and the owner chooses to stop showing the dog, the dog must be neutered after conferring with seller, and proof of neuter provided to seller within 30 days.

3) Buyer agrees that without prior written consent from seller, no puppies will be produced from subject dog prior to obtaining AKC championship and that no puppies will be produced from subject dog prior to obtaining the following minimum health clearances: final OFA (Orthopedic Foundation for Animals) or comparable registry hip clearance (no less than good or excellent grade), final OFA normal elbow clearance, a normal thyroid profile from an OFA approved lab and normal eyes certified by CERF (Canine Eye Registration Foundation). The cost of the health clearances are to be paid by buyer. Buyer further agrees that upon obtaining at least these 4 health clearances, buyer will only breed the subject dog to AKC champion Rhodesian Ridgebacks that have also received at least these 4 health clearances, unless prior written consent of seller is obtained. This is to assure the continuing betterment and well being of the breed and continued good reputation of TerraCotta Kennels. Buyer agrees that any breeding performed without these health clearances and/or without AKC championship would be damaging to the reputation of TerraCotta Kennels and that any such damages would not be capable of accurate determination, but certainly in excess of \$10,000.

4) The buyer and seller both agree that in the event the subject show potential dog is later deemed not show/breed worthy due to a proven and confirmed genetic based health defect, the subject dog will immediately (or in the case of a puppy less than six months old, as soon as practicable for the health of the puppy) be neutered. In this event, the seller agrees to refund the difference between the purchase price and a pet price once proof of such neuter is received by seller. Seller has the option to have any possible health defect confirmed by a vet specialist of seller's choice, before any refund will be entertained.

5) If subject dog is bred, buyer agrees to be responsible for any puppy produced by subject dog and to utilize the AKC Limited Registration along with spay/neuter contracts where appropriate. Buyer further agrees that no puppy produced will be sold to any pet shop, any wholesale outlet or donated for any auction.

#### PET QUALITY

1) Buyer agrees that pet quality (non-breedable) dogs will be sold with an AKC Limited Registration and will not be bred. Buyer agrees to use the "TerraCotta" kennel name prefix in the registered name. If the subject dog is purchased as a pet quality (non-breedable) dog, buyer agrees that as soon as practicable (from the standpoint of the dog's health and age), but no later than the dog's 12 month birthday, buyer will have subject dog neutered. Failure to do so will be a breach of this contract. Buyer agrees to provide to seller signed verification of such neuter from his/her veterinarian within 30 days.

2) Buyer agrees that any breeding (resulting in puppies) of a pet quality (non-breedable) dog purchased from seller, would be damaging to the reputation of TerraCotta Kennels. Buyer further agrees that any such damages would not be capable of accurate determination, but certainly in excess of \$10,000.

3) If the subject dog is purchased as pet quality, it is agreed by the buyer that no refund will be given in part or in whole, nor future reimbursement entertained relating to the condition which designates this dog to be pet quality.

**NOTES**

1) This agreement is made pursuant to the applicable laws of the Commonwealth of Pennsylvania and is to be construed pursuant thereto. The parties hereto agree that a court of competent jurisdiction within the Commonwealth of Pennsylvania will determine disputes arising pursuant to the terms of this contract.

2) The health and welfare of our puppies and dogs and the continued good reputation of TerraCotta Kennels are of utmost importance. In the event of any breach of this contract, buyer agrees to pay the sum of \$10,000 as liquidated damages to TerraCotta Kennels for each breach of this contract, plus all reasonable attorney's fees and costs incurred by TerraCotta Kennels to recover such damages.

3) It is the intent of TerraCotta Kennels to breed high quality, healthy dogs. If a problem should arise regarding the health or development of this dog, buyer should immediately notify TerraCotta Kennels. It is also our intent to stay in touch with our puppy buyers and develop a positive, friendly, relationship. Photos, health updates and correspondences are encouraged and appreciated. We will work with you to accomplish our ultimate goal of selling quality dogs to satisfied customers.

Signed \_\_\_\_\_  
Buyer(s)

Signed \_\_\_\_\_  
Seller

Date \_\_\_\_\_