



**de Hemert Kooikers
161 Highland Ave.
Oskaloosa, IA 52577
641-260-0429**

Sales Agreement Between:

Seller: Stan and Judi Van Hemert

Name of Dog: _____

Whelped: _____ Sex: _____ Coloring: _____

Registration Number(s): _____

Sire: NICO (NETHERLANDS) SR81522003 04-24-2013

Dam: BLASCHKE'S DAIZI #S.R.87187801 DEN. 12-07-2014

Signature: _____ Date: _____

and

Buyer: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ E-Mail: _____

For the total sum of \$ 3,250.00 plus pick of litter.

Signature: _____ Date: _____

Initials: _____

Terms

The puppy or dog described and named above is being sold as a companion animal. The sale is subject to the following conditions:

The dog will have "3 generations" registration papers.

If the Buyer cannot keep the dog for any reason, the Buyer may NOT sell, or re-home the dog to anyone except the seller without written permission from the seller.

If at any time, the Seller finds that the dog is being mistreated, abused, neglected, or if the Buyer does not abide by this contract, the Seller has the right to repossess the dog and owe/refund NO money to the Buyer. The Seller shall not be obligated to reimburse the Buyer for the purchase price of the dog or any money spent on the animal while in the Buyer's possession. The Buyer shall be obligated to sign over ownership dog and provide all registraion papers to the seller. If the dog has suffered any physical, mental, or emotional damage due to abuse and/or neglect, the Buyer shall be responsible for any and all expenses incurred to the dog and care for/heal it, plus a \$1,000 penalty paid to the seller.

The Buyer certifies by signing this contract that he/she is not acting as an agent in this purchase; that the Buyer will not resell this dog to a pet store, puppy mill, medical research facility, or dog farm.

This dog is not being sold under co-ownership terms. Payment for this puppy will be US \$3,250.00 paid as follows: \$750.00 as a deposit with the puppy is purchased and the remaining \$2,500.00 when the puppy moves to Buyer's home. Seller has the option of pick of first litter. **Payments to be made by certified check, made out to Judi Van Hemert.**

The Seller certifies that upon receipt, the dog is in good health and has been immunized and wormed according to the accompanying health record. To the best of the Sellers knowledge, this dog is in good health at the time of sale.

The Buyer agrees to have the dog examined by the Buyer's veterinarian at the Buyers expense within 72 hours of possession. If the veterinarian does not give the dog a clean bill of health, Buyer must notify the Seller immediately. Seller reserves the right to have the dog reexamined by a veterinarian of the Sellers choosing at Sellers expense. Any condition that is minor, correctable, or a breed related minor condition is not covered and any condition that will go away as the puppy gets older is not covered. If returned within 48 hours of the problem being discovered with written proof of the problem from the examining veterinarian, the full purchase price will be refunded. The Buyer is responsible for the health, appearance, and temperament of the dog until returned. The Buyer is also responsible for all veterinary bills and transportation costs while the dog is in their possession. Seller is not accepting responsibility for any harm that comes to the dog once in Buyer's possession such as accidents, electrocution, and heat related conditions or any other related actions.

Seller does not accept responsibility for contagious diseases diagnosed after 72 hours from the date of possession.

This Contract represents the complete and exclusive final agreement of the parties with respect to the sale of the Puppy and supersedes any earlier or contemporaneous oral, written, or implied agreements with respect to the sale.

Initials: _____

The Buyer's Responsibility

The buyer agrees to a lifelong commitment of taking good care of this dog, feed and house it properly, maintaining it up to date on shots, proper nutrition, and fresh water at all times. The puppy or dog will have proper grooming and responsible care. The puppy's or dog's outdoor area shall be safe and secure for the dog and everyone else. If the dog is found to be allowed to run freely without any supervision and hence a public nuisance or found to be neglected, abused, or allowed to live in poor health or conditions the Seller has all rights to repossession of this puppy or dog with no refund to the Buyer. The death, injury, or loss of said puppy or dog due to theft, carelessness, recklessness, abuse, neglect, heat stroke, or accident will not entitle the Buyer to any compensation from the Seller.

This puppy or dog is warranted only for the purpose of being a companion animal, not for any other purpose or reasons. No warranty is to the buyer for any special purpose or function of the dog. This puppy or dog is not to be used in any illegal or immoral activities and absolutely not to be used for any type of puppy mill, dog farm, or any other mass-producing operation. Buyer agrees not to use this animal for breeding and agree to have it spayed/neutered at the AKC recommended age, seller recommends a minimum of two heat cycles for bitches, unless a special agreement has been put in place between buyer and seller under Addendum 1..

In the event the Buyer can no longer keep this puppy or dog for any reason, the Buyer agrees to offer to the Seller the first right of refusal. In the event that the Seller does not agree to re-purchase the dog, written permission shall be given to sell the dog to a new owner. Buyer agrees to notify Seller with the new name and address of the new owner. Buyer also agrees not to sell this dog to any retail company or establishment. Any change to this contract must be in writing and signed by both This contract is legal even if it is not notarized and may be enforced by legal means at the Buyers expense and all disputes must be settled in Mahaska county in the state of Iowa. This dog is sold to you as a companion animal and nothing further.

Buyer agrees to send pictures and updates once a year (also if training or dog shows are in this puppy's or dogs repertoire) to keep Seller informed (select pictures will be uploaded to our Face-Book or website).

A one-year free Kooiker Club membership is included with the purchase of your new family member. After this we ask you to volunteer one year as a board member and if possible to go to your local "Meet the Breed" events so that our "Rare Breed" will not be so rare anymore.

Initials: _____

